

AGREEMENT
BY AND BETWEEN
PUBLIC SAFETY EMPLOYEES UNION
KING COUNTY CIVIC TELEVISION (CTV)
AND
KING COUNTY

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1 **AGREEMENT**

2 **BY AND BETWEEN**

3 **PUBLIC SAFETY EMPLOYEES UNION**

4 **KING COUNTY CIVIC TELEVISION (CTV)**

5 **AND**

6 **KING COUNTY**

7 These articles constitute an Agreement, the terms of which have been negotiated in good
8 faith, between King County (the County) and the Public Safety Employees Union (the Union). This
9 Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King
10 County, Washington.

11 **ARTICLE 1: PURPOSE**

12 The intent and purpose of this Agreement is to promote the continued improvement of the
13 relationship between the County and its employees by providing a uniform basis for implementing
14 the right of public employees to join organizations of their own choosing, and to be represented by
15 such organizations in matters concerning their employment relations with the County and to set forth
16 the wages, hours, and other working conditions of such employees in appropriate bargaining units
17 provided the County has authority to act on such matters.

18 Wherever words denoting a specific gender are used in this Agreement, they are intended and
19 shall be construed so as to apply equally to either gender.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes Public Safety Employees Union as representing those
3 employees whose job classifications are listed in the attached Wage Addendum.

4 **Section 2. *Union Security:*** It shall be a condition of employment that all regular full-time
5 and regular part-time employees who are members of the Union on the effective date of this
6 Agreement, shall remain members in good standing, or pay an agency fee to the Union for their
7 representation to the extent permitted by law.

8 It shall be a condition of employment that regular full-time and regular part-time employees,
9 covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th
10 consecutive) calendar day following such employment, become and remain members in good
11 standing in the Union, or pay an agency fee to the Union for their representation to the extent
12 permitted by law. Employees who hold genuine religious beliefs or tenets which object to
13 membership in the Union, as provided by state and federal law, shall not be required to tender those
14 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an
15 amount of money equivalent to regular Union dues and initiation fee to a non-religious charity
16 mutually agreed upon between the public employee and the Union. The employee shall furnish
17 written proof that payment to the agreed upon non-religious charity has been made. If the employee
18 and the Union cannot agree on the non-religious charity, the Public Employment Relations
19 Commission shall designate the charitable organization. It shall be the obligation of the employee
20 requesting or claiming the religious exemption to notify the Union that he/she is eligible for such
21 exemption.

22 All initiation fees and dues paid either to the Union or charity shall be for non-political
23 purposes.

24 **Section 3. *Dues Deduction:*** Upon receipt of written authorization individually signed by a
25 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
26 of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the
27 signatory organization.

28 The Union will indemnify, defend and hold the County harmless against any claims made

1 and against any suit instituted against the County on account of any check-off of dues for the
2 signatory organization. The Union agrees to refund to the County any amounts paid to it in error on
3 account of check-off provision upon presentation of proper evidence thereof.

4 **Section 4. *Union Membership - Informational Form:*** The County will require all new
5 employees, hired in a position included in the bargaining unit to sign a form, which will inform them
6 of the Union's exclusive recognition.

7 **Section 5. *Bargaining Unit Roster:*** The County will transmit to the Union a current listing
8 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed
9 twice per calendar year. Such list shall include the name of the employee, classification, department
10 and salary.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **Section 1.** The management and the direction of the work force is vested exclusively in the
3 County subject to the terms of this Agreement. All matters not specifically and expressly covered or
4 treated by the language of this Agreement may be administered for its duration by the County in
5 accordance with such policy or procedure as from time to time may be determined by the County.
6 Such functions of the Employer include, but are not limited to:

7 **A.** recruit, examine, select, promote, transfer and train Employees of its choosing, and
8 to determine the times and methods and means of such actions;

9 **B.** assign and direct the work; assign overtime, develop and modify class
10 specifications, allocate positions to classifications; determine the methods, materials and tools to
11 accomplish the work; designate duty stations and assign Employees to those duty stations;

12 **C.** reduce the work force due to lack of work, funding or other causes consistent with
13 efficient management and procedures;

14 **D.** discipline, suspend, demote, or dismiss probationary employees at will.
15 Discipline, suspend, demote, or dismiss non-probationary employees in accordance with Article 12 of
16 this Agreement; and

17 **E.** establish reasonable work rules; assign the hours of work and assign Employees to
18 shifts and days off.

19 **Section 2.** The County will not aid, promote, or finance any Labor group or organization
20 purporting to engage in collective bargaining or make any agreement with any such group or
21 organization which would violate any rights of the Union under this contract.

ARTICLE 4: HOLIDAYS

Section 1. All employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any designated by public proclamation of the chief executive of the state as a legal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Holidays paid for but not worked shall not be recognized as time worked for the purpose of determining weekly overtime.

An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay; provided, however, that an employee who has successfully completed at least five (5) years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Holiday pay for part-time regular employees will be prorated in accordance with the number of hours regularly worked by the employee.

Work performed on holidays by hourly employees shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

1 All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

2 **Section 2. *Floating Holiday:*** Each full-time employee shall receive two (2) additional
3 personal holidays to be administered through the vacation plan. One (1) day shall be granted on the
4 first (1st) of October and one (1) day on the first (1st) of November of each year. These days can be
5 used in the same manner as any vacation day earned. Floating Holidays for part-time regular
6 employees will be prorated in accordance with the number of hours regularly worked by the
7 employee.

ARTICLE 5: VACATIONS

Section 1. All regular full-time and part time employees shall accrue vacation benefits according to the following table:

Length of Service	Annual Leave in Days Accrued per Year of Service
Upon Hire through end of year 5	12
Upon beginning of year 6	15
Upon beginning of year 9	16
Upon beginning of year 11	20
Upon beginning of year 17	21
Upon beginning of year 18	22
Upon beginning of year 19	23
Upon beginning of year 20	24
Upon beginning of year 21	25
Upon beginning of year 22	26
Upon beginning of year 23	27
Upon beginning of year 24	28
Upon beginning of year 25	29
Upon beginning of year 26 and beyond	30

Section 2. Employees who are eligible for vacation leave will accrue vacation leave from their date of hire.

Section 3. Employees who are eligible for leave benefits may accrue up to sixty (60) days (420 hours) of vacation leave. The calculation of sixty (60) days (420 hours) is pro-rated for part-time regular employees. If an employee's vacation leave balance exceeds sixty (60) days (420 hours) on December 31 of each year, then the balance will be reduced to sixty (60) days (420 hours) and the employee will forfeit any vacation that exceeds sixty (60) days (420 hours). However, the employee's appointing authority may approve a carryover of excess vacation leave for reasons such

1 as cyclical work loads or work assignments. The employee must submit a request for excess vacation
2 carryover to the employee's appointing authority before November 30th of each year. An approved
3 request will be processed by the employee's department.

4 **Section 4.** Vacation benefits for regular part-time employees will be established based upon
5 the ratio of hours actually worked (less overtime) to a standard work year.

6 **Section 5.** The Station Manager or designee shall be responsible for scheduling the vacations
7 of his/her employees in such a manner as to achieve the most efficient functioning of King County
8 Civic Television. No person shall be permitted to work for compensation for the County in any
9 capacity during the time of his/her paid vacation from County service.

10 **Section 6.** Any person who is eligible to take accrued vacation leave and separates from
11 County service and who has not taken his or her earned vacation, shall receive the hourly equivalent
12 of salary for each hour of earned vacation, up to the maximum accrual amount of sixty (60) days (420
13 hours), based on the pay rate in effect for such person on the last day actually worked. When
14 separation is caused by death of an employee, payment shall be made to the estate of such employee,
15 or in applicable cases, as provided by State law.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at
3 a monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or compensatory
4 time up to a maximum of seven (7) hours per month. The employee is not entitled to sick leave if not
5 previously earned.

6 There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

7 **Section 2.**

8 **A.** Sick leave for hourly employees may be applied to absence caused by illness or
9 injury of an employee. Sick leave may be used for medical, dental or eye appointments when
10 absence during work hours for this purpose is authorized by the Station Manager or designee.

11 **B.** For salaried employees, sick leave will be used in full day increments. Illness of
12 less than one day and medical, dental or eye appointments requiring less than a full day will not be
13 charged against sick leave.

14 **C.** The Council Administrator shall be responsible for administering the sick leave
15 benefit. The employee may be required to furnish a certificate issued by a licensed health physician
16 or other satisfactory health professional as evidence of illness to the appointing authority.

17 **Section 3.**

18 **A.** For purposes of this Article, immediate family means: grandparent, grandchild,
19 parent, spouse, domestic partner, child, stepchild, son-in-law, daughter-in-law, and siblings of the
20 employee, spouse, or the employee's domestic partner, and any persons for whose financial or
21 physical care the employee is principally responsible.

22 **B.** Sick leave may be used to care for an immediate family member in accordance
23 with King County Code and State law.

24 **C. *Family and Medical Leave:*** Bargaining unit members shall be granted benefits
25 consistent with all provisions of the King County Family and Medical Leave Act (KCFML), K.C.C.
26 3.12.220(I). This includes but is not limited to eligibility requirements, terms, conditions and
27 restrictions.

28 **D.** In the application of any of the foregoing provisions, when a holiday or regular

day off falls within the prescribed period of sick leave absence, sick leave shall not be charged for that day.

Section 4. Sick leave shall not be used in lieu of vacation.

Section 5. *Workers' Compensation:* If an employee is injured on the job and requires immediate medical treatment, the employee will be compensated in full for the rest of the workday without being required to use sick leave or vacation leave. The employee can use accrued sick leave if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days after the injury. Workers' Compensation Payments begin on the fourth (4th) day after the injury and continues during the period of disability. If the employee's disability period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and Claims Management Division. Sick leave pay may be used to supplement industrial insurance benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave may be used in a like manner after sick leave is exhausted.

Section 6. Termination of an employee's continuous service, except by reason of temporary lay-off for work or funds, shall cancel all sick leave accrued to the time of such termination. Should the employee resign in good standing and return to employment with the County within two (2) years, he or she shall have accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his or her credit at the time of termination of employment, regardless of the reason therefore, except as provided for in Section 7 of this Article. The date of termination of employment shall be considered as the date certified by the Chief of Staff or designee as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.

Section 7. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%) of their unused sick leave. All payments shall be made in cash, based on employee's base rate, and there shall be no deferred sick leave payments. Retirement for the purposes of this Article shall mean any employee who at the time of retirement is eligible to begin receiving benefits immediately under

the Public Employees Retirement System.

Section 8. Bereavement Leave: All employees eligible for leave benefits are entitled to three (3) paid days per year of bereavement leave due to the death of an immediate family member. An employee who has exhausted his or her bereavement leave may use up to three (3) days of sick leave for each instance (including the first instance) when death occurs to an immediate family member. If no sick leave benefit is authorized or exists for the employee, then the Station Manager or designee may approve leave without pay. Holidays or regular days off falling within the prescribed period of absence will not be charged against bereavement pay entitlement.

Section 9. Donation of Vacation and Sick Leave Hours:

A. Vacation leave hours.

1. Any full-time regular employee or part-time regular employee, who is employed at least half-time and receives vacation and sick leave may donate a portion of his or her accrued vacation leave to a full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave. Such donation will occur upon written request to and approval of the Council Administrator or designee and the receiving employees' department director(s).

2. The number of hours donated shall not exceed the donor's accrued vacation credits as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

3. Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in this Agreement. Donated vacation hours may not be used until the employee's own accrued hours have been used.

B. Sick leave hours.

1. Any full-time regular employee or part-time regular employee who is employed at least half-time and received vacation and sick leave may donate a portion of his or her accrued sick leave to a full-time regular employee or part-time regular employee who is employed at

1 least half-time and receives vacation and sick leave, upon written notice to the Council Administrator
2 or designee.

3 **2.** No donation shall be permitted unless the donating employee's sick leave
4 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
5 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
6 year.

7 **3.** Donated sick leave hours must be used within ninety (90) calendar days.
8 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
9 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
10 contained in this Agreement, and sick leave restoration provisions contained in this Agreement.
11 Donated sick leave hours may not be used until the employee's own accrued hours have been used.

12 **C.** All donations of vacation and sick leave made under this Agreement are strictly
13 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
14 compensation or benefits in exchange for donating vacation or sick leave hours.

15 **D.** All vacation and sick leave hours donated shall be converted to a dollar value
16 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
17 divided by the receiving employee's hourly rate to determine the actual number of hours received.
18 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
19 hourly rate at the time of reversion.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1. *Wage rate:*** Wages will be as set forth in Addendum A.

3 **Section 2. *COLA:*** Cost of living increases will be made to wages under this Agreement in
4 accordance with cost of living increases made for wages of employees in the legislative branch
5 generally.

6 **Section 3. *Step Increases:*** All employees will be eligible for annual step increases, to be
7 made effective January 1 of each year.

8 **A. *Video Specialist:*** To qualify for a step increase, employees in the Video Specialist
9 classification must be rated “meets standards” or better on the performance appraisal covering the
10 previous year. New employees in the Video Specialist classification will be placed at step five (5) or
11 above upon satisfactory completion of the six-month probationary period.

12 **Section 4. *Work Out of Class:*** The County may assign an employee to work out of class.
13 When an employee is assigned to work out of class, in writing (such assignments must be in writing),
14 by the Station Manager or his/her designee, to perform the duties of a higher classification for a
15 period of one (1) full work week or more, that employee shall be paid at the first (1st) step of the
16 higher class or a minimum of five percent (5%), whichever is greater, over the wage rate received
17 prior to the assignment, for all time spent while so assigned. Additional compensation shall not
18 exceed the maximum of the wage rate within the range for the assigned classification. The County
19 may assign employees to perform work of a lower classification, but while so assigned, the employee
20 will be paid at the rate of his/her normal classification, consistent with the terms of this Agreement.

21 **Section 5. *Salary on Promotions:*** Any employee who is promoted to a higher classification
22 shall receive the beginning step for the higher classification or the next higher salary step as would
23 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

1 **ARTICLE 8: OVERTIME AND CALLBACK**

2 **Section 1. *Overtime:*** Overtime shall be paid after working more than forty (40) hours in a
3 week.

4 **A.** The regular schedule of work shall be thirty-five (35) hours in a week or seven (7)
5 hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily
6 shift. No overtime shall be worked unless the employee has received prior approval from his/her
7 supervisor to work the necessary overtime hours.

8 **B.** The employee will be allowed to elect to receive either compensatory time or to be
9 paid at the appropriate rate of pay. Employees may accrue up to eighty (80) hours of compensatory
10 time. Employees may continue to accrue additional compensatory time beyond the eighty (80) hours
11 specified herein if, as a result of cyclical workloads or work assignments, the employee is unable to
12 take accrued compensatory time or the taking of compensatory time would result in an undue
13 hardship for the Employer. Employees must obtain a waiver from the Chief of Staff to be able to
14 accrue compensatory time beyond the eighty (80) hour limit. Compensatory time may not be carried
15 over from one (1) calendar year to the next and will be cashed out at the employee's regular rate of
16 pay at the end of each calendar year. However, if warranted by cyclical workloads or work
17 assignments, the Chief of Staff may permit employees to carry over up to forty (40) hours of accrued
18 compensatory time. Such carried over hours of compensatory time must be used or cashed out by
19 March 31 of the following calendar year.

20 **C.** If an emergency necessitates a bargaining unit member to receive telephone calls
21 at home, the calls shall be logged (with respect to time and issue) and the employee receiving such
22 calls shall be paid either straight time or overtime, as required by the provisions of this Agreement.

1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.** The standard workweek shall consist of five (5) consecutive work days not to
3 exceed seven (7) hours each and not to exceed thirty-five (35) hours per week and shall normally be
4 scheduled Monday through Friday.

5 **Section 2. *Assignment of Work Schedules:*** The establishment of reasonable work schedules
6 and starting times is vested solely within the purview of the County and may be changed from time to
7 time provided a sixteen (16) -hour notice of change is given, except in those circumstances over
8 which the County cannot exercise control. PROVIDED: the required 16-hour notification period
9 shall not commence until the employee has received the verbal or written notification of the proposed
10 change. In the exercise of this prerogative, the County will act reasonably and will establish
11 schedules to meet the dictates of the workload, however, nothing contained herein will permit split
12 shifts. Employee schedules will allow for a minimum of two (2) consecutive days off.

13 **Section 3. *Alternative Work Schedules:*** With management approval, work schedules may
14 be altered upon written request of the employee. If such written request is denied by management,
15 the employee may request to meet with management to discuss the reasons for the denial.
16 Management's decision to deny a change in work schedule shall not be grievable under the grievance
17 procedure set forth in this Agreement.

18 **Section 4. *Rest/M meal Periods:*** Employees covered by the Agreement shall receive two (2)
19 ten (10)-minute paid rest periods and a one (1) hour unpaid lunch period except when in conflict with
20 the operational needs of the County.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

The County presently participates in group medical, dental, and life insurance programs. The County agrees to maintain a plan during the term of this Agreement, and the Union and the County agree that the County may implement changes to employee insurance benefits to which the Joint Labor Management Insurance Committee has agreed.

1 **ARTICLE 11: MISCELLANEOUS**

2 **Section 1. *Mileage Reimbursement:*** All employees who have been authorized by
3 management to use their own transportation on County business shall be reimbursed at the rate
4 approved by Ordinance by the King County Council.

5 **Section 2. *Employee Personnel Files:*** The official personnel file maintained by the County
6 shall be available for review by the employee upon request during normal business hours. No
7 information of a disciplinary nature will be placed in that file without notice provided to the
8 employee.

9 **Section 3. *Jury Duty:*** An employee required by law to serve on jury duty shall continue to
10 receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be
11 assigned to the day shift for the period of time necessary for such assignment duty. The fees,
12 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.
13 When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor
14 as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from
15 regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum
16 of sixteen (16) hours prior to the time of reporting for jury duty.

17 When the employee is dismissed from jury duty, the employee is required to contact his/her
18 supervisor immediately. The supervisor will instruct the employee when to report to work,
19 PROVIDED: there must be a minimum of twelve (12) hours between the time the employee is
20 dismissed from his/her total required assignment to jury duty and the time he/she must report for
21 regular duties. In the event of a break during jury service of one day or more, employees shall return
22 to work during those full day breaks.

23 **Section 4. *Bulletin Boards:*** The employer agrees to permit the Union to post on the CTV
24 bulletin board, the announcement of meetings, election of officers and any other Union material
25 which is not prohibited by State law or County Ordinance.

26 **Section 5. *Biweekly Pay:*** The right to define and implement a new payroll system, including
27 but not limited to a biweekly payroll system, is vested exclusively in the Employer. Implementation
28 of such system may include a conversion of wages and leave benefits into hourly amounts and the

1 parties recognize the Employer's exclusive right to make the changes necessary to implement such
2 payroll system.

3 **Section 6. *Open Positions/Promotions:*** Announcements regarding recruitment for vacancies
4 will be made to employees covered by this Agreement one week prior to general open announcement.
5 Employees covered by this Agreement will be given an opportunity to participate and will be granted
6 a first level interview; provided, the employee meets the minimum qualifications for the open
7 position.

8 **Section 7. *Bus Passes:*** Eligible bargaining unit employees may receive bus passes as
9 provided by County Ordinance, policies and procedures.

10 **Section 8. *Joint Labor/Management Safety Committee:*** Within sixty (60) days after the
11 Metropolitan King County Council approves this Collective Bargaining Agreement, the parties agree
12 to establish a Joint Labor/Management Safety Committee to address safety issues in the workplace.

13 **Section 9. *Unfair Labor Practice (ULP):*** The parties agree that thirty (30) days prior to
14 filing a ULP complaint with the Public Employment Relations Commission (PERC), the complaining
15 party will notify the other party, in writing, meet, and make a good faith attempt to resolve the
16 concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is
17 seeking a temporary restraining order as relief for the alleged ULP.

18 **Section 10. *Performance Appraisals:*** Performance appraisals will be conducted annually.
19 Performance appraisals, ratings, and decisions on salary/step progression will be based on the
20 recommendation of the station manager, with final approval by the Director of Communications.
21 Performance appraisals and/or decisions regarding salary/step progression are final and not subject to
22 the dispute resolution process under this Agreement.

23 **Section 11. *Probationary Period:*** All newly hired employees will serve a six (6)-month
24 probationary period.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1.** Except as provided in this Article, no non-probationary employee shall be
3 suspended, demoted, or terminated for other than just cause.

4 **Section 2.** Suspension, demotion or termination actions which are, in the Chief of Staff's
5 judgment, based upon the professional competence of an employee are not subject to Section 1 of this
6 Article; such decisions of the Chief of Staff shall be final and are not subject to the dispute resolution
7 procedures outlined in Section 3 of this Article. For purposes of this Article, "professional
8 competence" shall include any aspect of an employee's work performance other than specific
9 incidents of misconduct.

10 **Section 3. *Grievance/Arbitration/Mediation:*** The County recognizes the importance and
11 desirability of settling grievances promptly and fairly in the interest of continued good employee
12 relations and morale and to this end the following procedure is outlined. To accomplish this, every
13 effort will be made to settle grievances at the lowest possible level of supervision.

14 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
15 or reprisal in seeking adjudication of their grievances.

16 **A. Definition.**

17 Grievance - A claim by an employee or their union that the terms of this Agreement have
18 been violated and/or a dispute exists concerning the proper application or interpretation of this
19 Agreement.

20 **B. Procedure.**

21 **Step 1.** A grievance shall be verbally presented by the aggrieved employee
22 (and his/her representative if the employee wishes) to the Director of Communications within ten
23 (10) working days of the occurrence of the events giving rise to such grievance, or, if the employee
24 was unaware of said events, the grievance shall be verbally presented to the Director of
25 Communications within ten (10) days of when a reasonable employee would have become aware of
26 the events. The Director of Communications shall gain all relevant facts and shall attempt to adjust
27 the matter and notify the employee within ten (10) working days. If a grievance is not presented in
28 writing to the next level within ten (10) working days of the decision of the Director of

1 Communications, it shall be presumed resolved.

2 **Step 2.** If after thorough evaluation, the decision of the Director of
3 Communications has not resolved the grievance to the satisfaction of the employee, the grievance
4 may be presented to the Chief of Staff. All letters, memoranda and other written materials previously
5 submitted to lower levels of supervision shall be made available for the review and consideration of
6 the Chief of Staff. He/she may interview the employee and/or his/her representative and receive any
7 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
8 his/her written decision available within fifteen (15) working days. If the grievance is not pursued to
9 the next higher level within thirty (30) working days of the decision of the Chief of Staff, it shall be
10 presumed resolved.

11 **Step 3.** If within thirty (30) calendar days of the date of response provided in
12 Step 2, the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration
13 has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The
14 process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual
15 request.

16 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
17 Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the
18 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
19 eleven (11) arbitrators furnished by the American Arbitration Association. The arbitrator will be
20 selected from the list by both the County representative and the Union, each alternately striking a
21 name from the list until only one name remains. The party to strike first shall be determined by a
22 coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to
23 render a decision promptly and the decision of the arbitrator shall be final and binding on both
24 parties. No matter may be arbitrated which the County, by law, has no authority over, has no
25 authority to change, or has been delegated to any civil service commission or personnel board, as
26 defined in R.C.W.41.56. The arbitrator shall have no power to change, alter, detract from or add to
27 the provisions of this Agreement, but shall have the power only to apply and interpret the provisions
28 of this Agreement in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties. Each party shall bear the cost of its own legal fees regardless of the outcome
3 of the arbitration.

4 **C. Time Limits.** Time limits may be extended upon written consent of the parties.
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ARTICLE 13: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employees in any bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred.

10 **Section 2.** Upon notification in writing by the County to the Union that any of its members
11 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
12 immediately cease engaging in such work stoppage and provide the County with a copy of such
13 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
14 such Union employees to cease engaging in such work stoppage.

15 **Section 3. *Disciplinary Action:*** Any employee who commits any act prohibited in this
16 Article will be subject to the following action or penalties:

- 17 1. Discharge;
- 18 2. Suspension or other disciplinary action as may be applicable to such employee.
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ARTICLE 15: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of the right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of the Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

1 **ARTICLE 16: REDUCTION-IN-FORCE**

2 Layoffs for lack of funds, lack of work, or restructuring of the organization are a management
3 prerogative and within the sole discretion of the County, and shall not be subject to the dispute
4 resolution provisions of Article 12 of this Agreement. If layoffs are to occur, the County agrees to
5 meet with the Union to discuss the layoff(s) as soon as reasonably possible. The County further
6 agrees to provide written notice to individual employee(s) to be laid off at least four (4) weeks prior
7 to the effective date of the layoff, if possible. An employee who is laid off but subsequently rehired
8 by the County into the CTV work group within two (2) years of the layoff shall have restored all sick
9 leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same rate as
10 when the layoff occurred; additionally, the employee's anniversary date shall reflect the full amount
11 of service to the County.

12 Layoff within classification will be conducted in accordance with performance and based
13 upon three (3) years prior performance appraisals. In the event that two (2) or more employees have
14 equivalent performance appraisals, the least senior employee (with equivalent performance
15 appraisals) will be laid off. Seniority shall be defined as years of service within the classification.

ARTICLE 17: DURATION

This Agreement and each of its provisions shall cover the time period January 1, 2009 through December 31, 2010.

Contract negotiations for a successor agreement may be initiated by either party providing to the other written notice of its intentions to do so not less than thirty (30) days prior to September 1, 2010.

Should the name of the Civic Television (CTV) operation be changed to King County Television (KCTV), or any other name, such change shall not in any way alter or affect the terms and conditions of this Agreement, nor the applicability of said terms and conditions to the bargaining unit represented by Public Safety Employees Union.

APPROVED this _____ day of _____, 2009.

By: _____

King County Executive

Public Safety Employees Union:

Dustin Frederick
Business Manager
PSEU, Civic Television